

## REMARKS

Claims 19 through 42 stand rejected under 35 USC 112 second paragraph as being indefinite. The Examiner refers to recitation of "a hardened polymer preparation which is flowable in a processing state". The Examiner has also pointed out that it is unclear whether or not the percentages in claims 24, 25 and 26 refer to PVC as an emulsion or PVC in a polymer state. The Examiner also objects to "hardened liquid caoutchouc". In response thereto, the language objected to by the Examiner with regard to the flowability and to the hardening polymer as well as recitation of the "hardened liquid caoutchouc" has been cancelled from the claims. Moreover, the lack of clarity with respect to the percentage for the PVC has been clarified by specifying that the PVC is a PVC polymer and not an emulsion. Review and acceptance is requested.

Claims 19, 20, 23, 27 to 35, 37, 38, and 40 to 45 stand rejected under 35 USC 102(e) as being anticipated by Lagace '666. Claims 19 through 45 stand rejected under 35 USC 103(a) as being unpatentable over Lagace '666. In the response to arguments section, the Examiner states that, although Lagace discloses an intermediate structure involving release paper which is subsequently removed, that fact is immaterial to the reading of Lagace on the invention as claimed, since anticipation is given by that intermediate product. The applicant respectfully disagrees.

In particular, the Examiner has failed to take into consideration the limiting effects of recitation of the word "permanent" in claims 19 and 43 as previously amended. This recitation of "permanent" is a structural limitation on the carrier and radiation absorbing layers since only materials can be used for those layers which are capable of forming a "permanent" bond. This recitation cannot read on the release paper of

Lagace since the release paper is not capable of forming a "permanent" bond. The Examiner has not responded to use of the limitation "permanent" in the Office Action. The applicant views this omission as improper, since it would appear as if the Examiner has failed to give this recitation the patentable weight which it deserves, namely as a structural limitation formulated with functional language. The applicant therefore respectfully disagrees with the paragraph 35 USC 102 anticipation rejection.

However, in order to further clarify the structural consequences of this recitation, the applicant has added an additional limitation by specifying that the bond between the radiation absorbing layer and the carrier layer is "permanent and non-releasable". This clearly represents a disclaimer to the release paper of Lagace, since Lagace cannot be construed as having a release paper attachment which is "permanent and non-releasable". On the contrary, Lagace discloses a layered structure in which the release paper is attached in a *temporary and releasable* manner. This additional recitation clearly precludes reading on the Lagace structure.

Claim 43 has also been amended in a similar manner to claim 19.

The applicant respectfully requests reconsideration and entry of amendment, since the amendment clearly places the application in a position of allowance and since the previous final office action did not properly consider the limitations associated with the previous recitation of the bond between the release and carrier layers as being "permanent". Favorable consideration, entry of amendment, as well as passage to issuance are therefore requested.

No new matter has been added in this amendment.

Respectfully submitted,

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